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14 UNITED STATES BANKRUPTCY COURT  
15 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION  
16

17 In re  
18 PG&E Corporation,  
19 and  
20 PACIFIC GAS AND ELECTRIC  
COMPANY,  
21 Debtors.  
22

Case No. 19-30088-DM

Chapter 11  
Lead Case, Jointly Administered

**DECLARATION OF MARK WEST IN  
SUPPORT OF RESPONSE TO  
REORGANIZED DEBTORS'  
OBJECTION TO PROOF OF CLAIM NO.  
58562**

23 ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
24 ☒ Affects both Debtors

25 \*All papers shall be filed in the Lead Case,  
26 No. 19-30088-DM,  
27  
28

Date: November 9, 2021  
Time: 10:00 a.m.  
Crtrm.: Courtroom 17  
450 Golden Gate Avenue  
San Francisco, CA 94102  
Judge: Hon. Dennis Montali

1 I, Mark West, declare:

2 1. I provide this declaration in support of Fulcrum Credit Partners, LLC's Response to  
3 the Pacific Gas & Electric Company's ("PG&E") Objection to Proof of Claim No. 58562, and  
4 provide this testimony based on my personal knowledge, and would testify consistently herewith  
5 if called to do so.

6 2. I am a member of Tuscan Ridge Associates, LLC ("Tuscan"). Tuscan is the owner  
7 of parcels of real property located in Paradise, California commonly identified as Assessor's  
8 Parcel Nos. 040-520-103 and 040-520-100 (collectively the "Property"). I am also the owner of  
9 Chico West Incorporated dba Community Construction.

10 3. In September 2018, Tuscan entered into a License Agreement with PG&E which  
11 allowed PG&E to use portions (specifically, the driving range and parking lot) of the Property to  
12 store its vegetation management and fire prevention equipment.

13 4. On November 8, 2018 the Camp Fire devastated Paradise, California and  
14 surrounding Butte County. Once the Camp Fire began, PG&E's presence on the Property  
15 increased dramatically, exceeding the scope of the License Agreement. Specifically, there were  
16 hundreds of PG&E personnel and additional heavy equipment on the Property. Despite no formal  
17 agreement for PG&E's expanded use, it insisted that Tuscan assist PG&E with modifying the  
18 Property to accommodate PG&E's heavy equipment and housing structures which were needed to  
19 respond to the fallout from the Camp Fire.

20 5. After discussions with PG&E representatives, in which Tuscan was assured that  
21 any damage to the Property would be repaired, and in an effort to react quickly to the dire situation  
22 caused by Camp Fire, my construction company helped PG&E with this effort, despite no formal  
23 agreement being executed relative to PG&E's expanded use of the Property.

24 6. Specifically, at PG&E's direction, my construction company helped with  
25 compacting, spreading gravel (which was brought to the Property by PG&E), and other related  
26 earth work (referred to in the Letter Agreement as "winterization"). Winterization is the process  
27 of creating an all-weather surface to allow heavy equipment and infrastructure to be placed on the  
28 Property safely and not sink into soft dirt. All of this work was performed before the Letter

1 Agreement was executed on November 20, 2018.

2 7. My construction company was never provided a formal "scope of work." Instead,  
3 "Ernest" from PG&E managed and directed the work my construction company was performing.  
4 PG&E brought in hundreds of truckloads of gravel, which ultimately was, at PG&E's direction,  
5 spread across approximately eighty (80) acres of the Property.

6 8. Almost immediately, "Ernest" from PG&E informed me that my construction  
7 company was not moving fast enough. As such, PG&E brought in numerous other outside  
8 construction companies and internal crews to speed up the process of compacting, spreading the  
9 gravel brought to the Property by PG&E, and other related earth work necessary for PG&E's  
10 expanded use of the Property.

11 9. On multiple occasions, I spoke with Jess Pitnay at the Property to express my  
12 concerns about the damage being caused to the Property. Each time Mr. Pitnay assured me that  
13 the Property would be restored.

14 I declare under penalty of perjury under the laws of the United States of America that the  
15 foregoing statements are true and correct.

16 October 26, 2021

17  
18 By: 

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MARK WEST